### **SECTION 104.00 - SCOPE OF WORK**

**104.02 Contract Revisions.** The Engineer has the right to make changes in the work, eliminate work or add extra work within the general scope of the contract. The Contractor is contractually required to perform change order work. Contract revisions are issued using a change order (ITD-0400). Once the change order has been executed by the Department, the document modifies and becomes part of the contract, and carries the same legal force as the original contract.

Advance approval of contract revisions shall be given by the delegated approval authority. Use the <a href="https://example.com/true-required-name="https://example.co

<u>Table 104.02.1</u> below presents the contract revision approval authority for both the ITD-2317 and ITD-0400 forms for all ITD projects. Some changes (as noted on Table 104.02.1) also require prior approval by FHWA on Federal-aid projects.

**Table 104.02.1: Change Order Approval Authority** 

Change Type	Approval Authority	FHWA Prior Approval Federal-aid Project of Interest Contracts	FHWA Prior Approval  All Federal-aid  Contracts
Changes in the horizontal geometry of a roadway section (including revisions involving addition, deletion, relocation, or structural design of major structures, alignment, or typical section on main roads, ramps, and frontage roads or cross roads.	District Engineer	Yes	No
Revisions in conflict with approved standards, including new technologies for which no standards have been approved.	District Engineer	Yes	No
Changes in approved access provisions (Interstate and NHS routes).	District Engineer	Yes	Yes for Interstates No for NHS
Change in specifications.	District Engineer	Yes	No
Work allowed to remain in place with or without price adjustment.	District Engineer	Yes	No
Dispute Resolutions: <= \$100,000*	Resident Engineer	Yes for change orders	No
<=\$1,000,000	District Engineer		
>\$1,000,000	Chief Engineer		

* The actual amount up to the maximum authority to be delegated by the District Engineer.			
Changes, which would result in elimination of, or delay to, environmental mitigation measures or commitments on Federal-Aid and State-funded projects covered under a FHWA-approved environmental document.	District Engineer	Yes	Yes
Changes or extra work resulting in an increase or decrease in costs:  <= \$100,000*  <=\$1,000,000  * The actual amount up to the maximum authority to be delegated by the District Engineer.	Resident Engineer  District Engineer  Chief Engineer	Yes for change orders >= to \$100,000	No
Changes in contract plans beyond the general scope and intent of the original contract, including revisions to project limits (if changes to project limits must have an FHWA approved ITD 2101 in place before the work begins).	District Engineer	Yes	Yes
Contract Time Extensions	District Engineer	Yes for change orders > 10 days	No
Utility and Railroad Change Orders	District Engineer	No	No
Engineering Errors (only used for errors that are determined to fall outside normal standard of professional care) – These costs are non-participating on Federal-aid contracts.	District Engineer	No	No

Contract specifications modification or deletion.	District Engineer	Yes	No
Contract specification additions.	District Engineer	Yes	No

When the Contractor proposes a change to the contract, the Contractor shall complete and submit the <a href="https://example.com/ITD-2884">ITD-2884</a> Request for Change (RFC), to justify the change along with any other information requested by the Engineer.

Contractor-requested changes should be evaluated for merit based on whether it is a benefit to the Department, the traveling public, and the taxpayers.

The Contractor is required to supply specific information to the Engineer regardless of whether the change is initiated by either the Engineer or the Contractor. Refer to <a href="ITD Standard Specifications For Highway Construction">ITD Standard Specifications For Highway Construction</a> (SSHC) 104.02 for requirements. Requests by the Engineer to the Contractor should be made in writing and include a specified time for when the information is to be returned.

The Engineer will determine and document contract revision time and cost impacts per ITD <u>SSHC 108.07</u> and <u>109.03</u>, respectively.

The Contractor cannot be held responsible for any delays in work or additional costs if a specified time for when the information is to be submitted has not been included in the request letter.

Submit a separate change order for each individual change or operation and include all items of work, adjustment, changes in plans or specifications, etc. to entirely cover the new work. If the new work includes contract items at contract prices, include this information in the change order. Do not include other work items or changes that are unrelated.

Example: a change in specifications on crushed aggregate is warranted and a price adjustment is needed on this item. At the same time, an unplanned pipe must be installed at a particular location and there is no contract bid price for the pipe. Both conditions require a Change Order; however, they are entirely unrelated, so each must be submitted as a separate change order.

**104.02.01** Issuing an Avoid Verbal Order (AVO) for a Change Order. If the change order has not yet been fully executed but has been approved, the Engineer may issue an order for the Contractor to proceed with the revised work using Form <a href="ITD-2055">ITD-2055</a>, Avoid Verbal Order (AVO). The order must be complete, correct, clear and concise for the work to be performed, along with the method of measurement and basis of payment. The AVO may be hand written, provided it is legible.

Prepare an AVO as follows:

- The message may be prepared and signed by the Engineer's representative. The Contractor's representative receiving the message must also sign the AVO.
- The yellow copy remains with the Contractor's representative; the Engineer retains the white
  and pink copies. Send a copy of the original white copy to the Contractor's home office to
  ensure their management is aware of this communication.

It is important that the Contractor officially acknowledge receipt of an AVO by requiring a signature and date from the Contractor's representative with a "hard copy" transmitted to his main office for

documentation purposes. Claims investigations have revealed, in too many instances, that no record is available confirming the Contractor received an AVO.

The Contractor must sign and date the AVO.

An AVO example is at the end of this section (Example 104.02-1).

**104.02.02 Preparing the ITD-2317 Record of Change Order Authorization.** The <u>ITD-2317</u> must include the following:

- The reason for the change order. Provide enough detail so a third party who is unfamiliar with the project can understand why the change order is needed.
- General description of the work to be performed (i.e. scope of work).
- Estimated Cost (final pricing from the Contractor is not required).
- Estimated time impacts (final schedule analyses are not required).

Changes involving project environmental documents require approval from those having authority for the environmental document. Similarly, changes that might affect the operations of Ports of Entry (POE) should be made only after consultation and concurrence with the POE Manager.

The individuals being consulted (including FHWA on FHWA Projects of Interest or local agencies on local agency projects) and approval dates must be completed on the ITD-2317 to advise management that appropriate specialists have been brought into the decision-making process for the change. Include all elements of the proposed change in the discussion with the specialists including cost and time. A proposed change may have technical merits, but the high cost impacts may negate any potential benefits.

Advance approval of contract revisions must be given by the delegated approval authority. The approval authority and the date of said approval should be shown in the "discussed with \_\_\_\_\_" column. Written documentation (e.g. signature on the ITD-2317) should be obtained from the individual indicating approval.

Record of Change Order Authorization (ITD 2317) examples are at the end of this section (<u>Example</u> 104.02-2 through 104.02-7).

**104.02.03 Preparing the** ITD-0400. Because a change order modifies or supplements the contract, write in a manner so that interpretation of the work is not misunderstood.

If any aspect of the proposed contract revision changes after the 2317 is approved, but before the 0400 is finalized, the 2317 should be revised to reflect the changes, so there is a clear record that the approval authority(s) and subject matter experts are still in concurrence with the proposed changes.

The <u>ITD-0400</u> authorization date will normally be the date on which the Contractor was ordered to do the work. This is not the date from the <u>ITD-2317</u> "Date Authorized by the Approval Authority". It is the date the actual order was given (either written or verbal) to the Contractor.

The Change Order should list as applicable:

- Description of the Work
- Material Requirements, including material acceptance requirements if applicable
- Construction Requirements
- Method of Measurement
- Basis of Payment (including a pricing table)
- Contract Time Adjustment.

Every change order must address cost and time even if it is a no cost change order or time has not been affected. Include a statement as to how agreed prices and lump sum item costs were justified, with back up (i.e. Contractor's detailed cost estimate, ITD's independent cost estimate, and written documentation of negotiations) in the change order file. The independent cost estimate could be based on average bid prices, prices from similar projects or a force account (i.e. materials, equipment and labor) analysis. Use force account procedures when an agreed price cannot be arrived at through normal negotiation or when work quantities are difficult to estimate. Address the time in the change order narrative. In the space for adjustment in contract time (located in the lower left hand corner) complete the time adjustment as applicable.

The space for adjustment in contract time must be filled in. The space provides for "time adjustments," not "time extensions". Documentation from the project schedule, including updates, is required for justifying a time adjustment. Contract time can be decreased or increased as the change warrants **only** if the critical path is impacted. Written documentation of time impact negotiations should be placed in the change order file.

Consider and resolve time adjustments when the change order is initiated. If the change cannot be accomplished concurrently with the controlling operations, or affects the critical path, then a time adjustment should be made.

Changing the materials specifications (i.e. price adjustment) is an acceptable practice **only** under certain limited circumstances such as materials placed in non-critical areas and materials that don't meet specs, but will still perform as intended based on an engineering and risk analyses.

In the event that a change in the general scope of work per <u>Table 104.02.1</u> is contemplated, the following must be accomplished:

- Identify the proposed work is truly needed
- Perform a re-evaluation of the environmental document if required
- Verify the ROW is adequate for the proposed change(s)

- Update the Erosion Control Plan or the SWPPP if required
- Check other Project Permit requirements (404, 401, Etc.)

When contract revisions will be performed after substantial completion or with interim completion dates, employ and document a method of time accounting to control the duration of the work. Specify in the change order the time allocation and liquidated damages that are associated with the change order work.

Number change orders consecutively, beginning with number 01 for each contract. If work involved in a previous change must be amended, complete a new change order and assign a new number.

Attachments may be necessary to supplement a change order. These documents must be legible prints showing all data necessary to properly describe the work. Attach the documents to each change order copy. A Professional Engineer licensed in the State of Idaho must stamp and endorse drawings that require Engineer certification.

**104.02.04 Formatting the** <u>ITD-0400</u>. Capitalize, underline, and begin <u>main headings</u> at the left margin. When more than one heading is necessary, use all that apply. Use one or more of the <u>main headings</u>:

- CHANGE IN PLANS
- CHANGE IN SPECIFICATION
- ADDED SPECIFICATION
- DELETED SPECIFICATION
- CHANGE IN PLANS AND SPECIFICATIONS
- MATERIALS LEFT ON HAND
- QUANTITY VARIANCE
- ACCEPTANCE PER 105.03
- RESOLUTION OF A DISPUTE
- CONSULTANT ERROR AND OMMISSION
- VALUE ENGINEERING CHANGE PROPOSAL
- CHANGE IN SCOPE
- OTHER.

**104.02.05** Naming <u>ITD-0400</u> Contract Pay Items (WinCAPs only). Change order items are tracked by item number(s). The item number(s) or name(s) given to Change Order item(s) must be kept uniform from project to project.

Change order items that are not already provided for in the contract shall use the following numbering method. The number consists of:

- An alpha designator for the type of work.
  - C CHANGE ORDER (the majority of change orders will use this designation)
  - F FORCE ACCOUNT (used when ITD SSHC 109.03.C.5 is applicable)
  - M MATERIALS ON HAND (used when ITD <u>SSHC 109.06</u> is applicable)
  - ML MATERIALS LEFT ON HAND (used when ITD SSHC 109.07 is applicable)
  - U UTILITY (used only for <a href="https://example.com/ITD-0403">ITD-0403</a> change orders).
  - N For federal-aid contracts, an "N" alpha designator must be included preceding the alpha designators whenever the item has been **conclusively determined on a case-by-case basis** that it is a non-participating (i.e. Federal-aid dollars will not be used) cost. For example, materials left on hand costs are always non-participating on federal aid contracts.
- A number for the Change Order after the alpha designator. Always use at least two digits (e.g. 01, 09, 13, 27)
- The item number had the revised work been included in the original contract, a contract item designator. The entire coding or naming of the change order item cannot exceed 25 characters.

#### Naming Examples:

- A new item for Superpave HMA Pavement, Class SP4, established by Change Order No. 9 would be designated as: C09-405-320A Superpave SP4.
- Change Order No. 10 for adding work to dig a ditch by Force Account could be designated as: F10 Ditch Digging.
- Change Order No. 5, a new item for plantmix pavement as requested by the local agency to
  place on local streets outside of federal-aid project limits would be designated as: NC05-40510A Local Roads.

Items included in a change order are either in the original contract bid documents or an earlier change order will continue to use the established pay item number, provided the unit price remains the same.

Change Order (ITD-0400) examples are at the end of this section (Example 104.02-8 through 104.02-12).

**104.02.06 Handwritten changes to the <u>ITD-0400</u>**. Whoever makes the change will provide documentation of that change through an initial and date next to the change. The ITD-0400 can become evidence in a dispute. Proper identification of the person making a change, and the date of that change, are critical to the Department's record keeping process and the authenticity of the document. Changes made by the Department to a document after signature by the Contractor may present problems in terms of legality and is not recommended.

**104.02.07 Contractor's Signature on the ITD-0400.** Obtain the Contractor's original signature on two copies of the change order or facsimile signature on one copy before the approval authority signature. The Contractor is required to return the signed or unsigned change order(s) to the Engineer within five business days. If the Contractor does not agree to the change order and refuses to sign, the specifications also require the Contractor to provide a written explanation for refusal. The change order may then be issued unilaterally. A unilaterally issued change order is an effective order given to the Contractor. If the executed change order is contested by the Contractor, use certified mail with return receipt requested.

**104.02.08 Local Agency's signature on the ITD-0400.** The Local Public Agency (LPA) must be aware of and signatory to all change orders on local projects. Consult with the LPA in accordance with <u>Section</u> 640.00 of the "Guidelines for Local Public Agency Projects", and the applicable State/Local Agreement.

**104.02.09 Claim Settlement.** Contractor claim settlements are to be paid by change order. Claim settlement change orders should be paid by the District immediately after the change order is executed to avoid post judgment interest.

**104.02.10 Preparing a Utility Agreement Change Order.** Complete an <a href="ITD-2317">ITD-2317</a> for all Utility Change Orders. The <a href="ITD-0403">ITD-0403</a>, Utility Agreement Change Order, is used to make any change in the original utility agreement, or to facilitate utility work not covered by an agreement. Refer to <a href="CA Manual 105.07">CA Manual 105.07</a> for a more thorough discussion of Utility and Railroad Agreement Change Orders and other actions that may be required because of such change orders. The District Engineer approves all utility change orders.

Utility change orders are to be numbered separately from Construction Change Orders. Begin with number 01 for each contract and number consecutively.

Utility Agreement Change Order (ITD-0403) examples are at the end of this section (Examples <u>104.02-13</u> and <u>104.02-14</u>).

All utility change order work is subject to Buy America if Federal Aid funds were expended on the project, including those projects that are state funded but a NEPA document was completed for the project.

**104.02.11 Constructive Change.** Any conduct by the Engineer (or a representative authorized to order changes), which is not a written change order, but which has the effect of requiring the Contractor to perform work different from that prescribed by the contract terms, could constitute a constructive change order. If the Contractor gives written notice that a constructive change has occurred, the Engineer will evaluate the change, and if in agreement, initiate and process a written Change Order if in agreement after evaluation.

**104.02.12** Consultant Designs - Errors or Omissions Change Orders. Costs for design errors or omissions in contract documents are either recoverable or non-recoverable. Costs are considered non-recoverable if the consultant followed the work scope, followed established Departmental procedures and design standards, and practiced due diligence ("standard of care") in trying to prevent mistakes during design. For example, a problem may appear as substandard consultant design work when the problem could have been because of restrictions in the consultant's work scope or based on information and direction provided by the Department.

If the design consultant prepared the plans and other contract documents in accordance with Department standards, procedures, consultant agreement, and adhered to professional standards, the consultant cannot be held accountable.

However, cost can be recoverable if the errors and omissions result from the following:

- Substandard Design the design does not meet the standards and criteria established by the
  Department and referenced in the scope of services, federal regulations or other normal
  standards, accepted principles and practices.
- Defective Special Provision the special provision does not specify the necessary requirements or imposes requirements that cannot be reasonably attained.
- Deficient Site Investigation the investigation did not adequately identify all features, including subsurface features, resulting in adverse impacts to project construction.
- Contract errors, omissions and conflicts that materially affect construction.
- Work was completed according to the plans but was incorrect and must be redone.

To clarify recoverable and non-recoverable costs, the following two instances are used as examples:

**Instance A**: The consultant's plans failed to show guardrail on an embankment that would require protection in accordance with the Design Manual. The Department and local government determine that guardrail is required and the consultant is so informed. Subsequently, since there was no guardrail in the contract, the Resident Engineer negotiates a fair and equitable price for the guardrail and a Change Order is prepared.

**Instance B**: The consultant's plans specify spread footing for the abutments of a small single-span bridge. Apparently, the foundation investigation was improper, as the gravel layer on which the spread footing was to be founded amounted to a very thin layer that is unacceptable for supporting the abutments. The consultant and other department personnel are contacted. After additional

investigation, it is agreed that the spread footing design must be abandoned in favor of a pile-supported foundation. Consequently, the excavations must be backfilled and the backfill compacted in preparation for driving piling. A Change Order is prepared to cover the backfilling and the foundation design changed to piling.

The situation described in Instance A is one in which the consultant would not normally be expected to share in the construction cost. It is assumed that the negotiated price did not result in any greater total cost to the project than would have occurred had the item been included in the original plans; therefore, no assessment should be made against the consultant.

The situation described in Instance B, however, is one in which additional costs were incurred to perform corrective work that was the result of a recoverable design error or omission. The extra work resulted in no benefit to the project. Therefore, the consultant is liable for the costs of excavating between the newly established abutment grade and the originally designed footing grade, as well as backfilling and compaction. The cost of piling should not be considered the consultant's liability.

The following steps should be followed by the Engineer to identify and recover error and omission costs from the consultant:

- 1) Evaluate the error or omission to see if it is recoverable. The criteria to use are:
  - a) The error is clearly a design oversight
  - b) The error caused the project cost to increase above the amount considered necessary had the design been correct in the first place (e.g. work has to be removed and redone)
  - c) Project Development provided verification that restrictions in the consultant's work scope, and information or direction provided by the Department did not cause what may appear as substandard design work.
- 2) At the first indication of a potential design error and omission, take the following actions (the project development verification may not be received immediately):
  - a) Immediately notify the consultant (in writing) of the error
  - b) Give the consultant every opportunity to participate in a solution and to take corrective action
  - Record the work using force account procedures and photographs, and document all decisions and actions
  - d) Determine the increased construction cost of the corrective action
  - e) Provide the consultant a letter detailing the cost for the corrective action with a deadline for a response and potential repayment.

Before initiating recovery, the District Engineer must approve all potential recovery against engineering consultants for design errors and omissions costs. The cost for correcting an error and/or omissions is based on comparison with the actual first-time cost if the design had been initially correct. First-time costs, as well as routine variations in estimated quantities, are not considered recoverable costs. If

supportable, costs may include that which the Department may have incurred to resolve changes in the contract documents, additional engineering and inspection costs, and Contractor delay costs.

The Resident Engineer shall then correspond with the consultant setting forth the basis of the recovery. If the consultant disagrees and further action is necessary, the Department shall contact the Legal Section.

On locally-sponsored projects, the sponsor shall pursue restitution for errors and omissions from their consultant. The sponsor needs to be informed at the earliest possible date of an error or omission that could increase their cost. In the event the error or omission results in costs for which the consultant is judged responsible, the Engineer will assure that the payment received is credited to the project.

NON-PARTICIPATING Change Orders are change orders that are written to compensate the Contractor for correction of consultant engineering errors and omissions (where recovery of costs is being pursued). When the consultant is billed and payment is received, the Engineer will ensure that payment is credited to the project.

### **104.02.13 Contract Revision Types.** There are six contract revision types:

- 1) Extra work ITD SSHC 104.02.B
- 2) Differing Site Conditions ITD SSHC 104.02.C
- 3) Suspensions of work ordered by the Engineer ITD SSHC 104.02.D
- 4) Significant Changes in the Character of the Work ITD <u>SSHC 104.02.E</u>
- 5) Eliminated Contract Pay Items ITD SSHC 104.02.F
- 6) Utility Facilities ITD SSHC 105.07.

**104.02.14 Extra Work.** Force Account for extra work is used for unknown quantities which make it difficult to agree upon a price, or where the Contractor and the Engineer cannot agree on a price. Force account is also used when the nature of the work makes it impossible to arrive at an agreed price, or when detailed records are needed, such as on potential claim issues. Use a contingency amount (CA), not lump sum (LS) when the actual cost cannot be reasonably estimated.

The Contractor is entitled to overhead and profit per ITD <u>SSHC 109.03.C</u> for extra work performed by a subcontractor. This fee is based on the total cost of work performed regardless of the number of subcontractors needed. The Contractor is not to receive any additional markups over and above what is specified in <u>SSHC 109.03.C</u>. The overhead and profit must be a separate cost item on the change order.

Do not accept change order pricing that does not also include documentation of the subcontractor detailed price proposal (i.e. under their letterhead and over their signature).

**104.02.15 Differing Site Condition.** A change order must be prepared to cover equitable adjustment in costs and time when differing site conditions are encountered and the Contractor has followed the procedures previously discussed.

#### 1) Type 1 Differing Site Condition

Per ITD <u>SSHC 104.02.C</u>: "During the progress of work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract..."

A Type 1 differing site condition is a circumstantial change that involves an existing condition at the site of work that materially differs from the conditions represented in the contract (specifications and plans) documents, which was not anticipated by either the Department or the Contractor. In highway construction, most differing site conditions involve subsurface materials such as soil, rock, groundwater, underground facilities, and debris. The Contractor must prove that actual site conditions encountered differ materially (or significantly) from what the Department represented. To determine the merits of a Type 1 Differing Site Condition, the Engineer must first determine what was actually represented in the contract documents. The project plans, as-built plans from previous projects, soils reports and boring data, and any other documents that were available to the Contractor at the time of bidding must all be reviewed. At this stage the Engineer is trying to ascertain what the Department represented at the time of bidding. If the Department did not provide any site information, then no Type 1 Differing Site Condition exists because no conditions were represented.

The most difficult step is determining if the contract documents do indicate that conditions encountered differ materially from representations made by the contract, because there is no widely accepted definition of what is materially different. Usually only conditions that significantly change how the Contractor should have performed the work are considered materially different. The Engineer should consult with experts in the construction industry and with ITD's own in-house subject matter experts who are experienced in the type of work under issue.

Next, if the conditions are determined to be materially different, the Engineer must determine if the Contractor should have relied on the site information provided by the Department. Disclaimers and other contract language can sometimes negate reliance on site conditions provided in the contract documents. A site visit by the Contractor or the Contractor's past experience on similar projects may also negate reliance. If reliance was justified, then the Contractor may be able to recover.

#### 2) Type 2 Differing Site Condition

When the contract does not clarify the existing conditions at the site of work, then a Type 2 differing site condition exists only "...if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site..." (see ITD SSHC 104.02.C)

This is a much broader definition of a differing site condition and applies to industry practices in general. For example, if a Contractor is installing pipe and the Department provides no soils information on the pipe run, then the Contractor must deal with whatever soil type and groundwater conditions are encountered at the site. If the Contractor expected firm clay and encounters loose, running sand, there is no relief since loose, running sand is not an unusual condition in pipe work. However, if the Contractor uncovered an old railroad line in the middle of a desert, then some relief would be available to the Contractor since old railroad lines are not normally encountered in pipe work in remote areas.

The Department must not withhold any information it has on site conditions to inquiring contractors. In cases in which the Department does not fully know the site conditions, contractors must adequately determine their risk and bid accordingly.

Whether the condition encountered fits a Type 1 or Type 2 Differing Site Condition, **prompt written notification** must be given by the party discovering the differing site condition to the Engineer. The Engineer must **promptly** investigate the conditions and **promptly** notify the Contractor in writing whether or not a differing site condition exists. If a differing site condition exists the contract is adjusted accordingly by change order.

The Contractor has the right to disagree and pursue a construction claim under ITD <u>SSHC 105.16</u>.

**104.02.16 Eliminated Contract Pay Items.** The Engineer will immediately issue a written order (a change order, letter, or AVO) to the Contractor to eliminate any items of work from the contract if it is found that these items are unnecessary for the proper completion of the work. A change order should be used to formalize the change when major items of work are eliminated, and wherever cost and time concerns become uncertain.

If the Contractor has incurred costs for the eliminated items, reimbursement for actual work completed and the costs incurred shall be paid by a change order. Reimbursement requests for lost overhead and profits are evaluated on a case-by-case basis.

Although items of work may be eliminated, the Contractor is still required to finish the remaining work on the project. Contract items that have unusually high unit bid prices should not be eliminated solely for the purpose of saving money.

**104.02.17** Permanent erosion and sediment control plans, measures and specifications are often based on project environmental commitments. A change order is required if any modifications are made to contract requirements for temporary and permanent sediment and erosion control measures or vegetation establishment. This includes adding revised plan(s) or measure(s) to the contractual requirements.

The Resident Engineer must consult with the District Environmental Planner before implementing any changes. Consultation with the Headquarters Environmental Section may also be necessary. In addition, the Resident Engineer shall consult with the Department's Roadside Program Manager whenever erosion control modifications may affect the establishment of permanent seeding, sodding or plantings. All parties must respectively ensure that adequate time is given for review of the proposed change(s) and that their responses are timely.

In preparing SWPPP's, contractors may sometimes use contract plans as a base document to show that the temporary sediment and erosion control measures they are planning to use comply with NPDES requirements. Contractors also sometimes make revisions to the contract plans when preparing the SWPPP.

Revisions to contract plans should be reviewed by the Engineer of Record for concurrence. A change order may need to be issued if revisions to the contract plans are accepted as part of the SWPPP

process, depending on whether engineered features have been affected (e.g. size and location of siltation ponds).

It is recommended that the Engineer of Record who stamped the plan sheet(s) re-stamp revisions made to contract plan sheet(s), so that he/she remains in responsible charge. Otherwise, if the modified contract plans are not re-stamped, the authorizing individual, by signing the change order, is accepting responsibility for the change(s). Therefore, the RE should not approve contract document engineering changes that have not been re-stamped.

**104.02.18 Examples 104.02-1 through 14.** Examples of a completed AVO, six <u>ITD-2317s</u>, five <u>ITD-0400s</u> and two <u>ITD-0403</u>'s are on the following pages. All forms must be properly signed to be effective.

Use the most current electronic version of these forms to ensure correct content, approval signatures and distribution.

ITD 2055 (Rev. 7-08)

# **Avoid Verbal Order (Speed Letter)**



itd.idaho.gov Idaho Transportation Department

·	
Mr. Contractor	Superintendent, Acme, Inc.
From	Title
Elmer Hardworker	Principle Inspector, ITD Residency 1
Subject / Project Number	
Replace Delineators / Key # 12345, SH 30, F City Limits to	) Jct 20

Message	
Remove existing delineators and install new Type 1R or Type 2R delineators as marked in the field. Provide material and v	vork
in accordance with Standard Drawing G-3 (copy attached) and Section 617 of the the Standard Specifications.	
Day our convergetion and Engineeric approval to day on acting stad greentily, of OO Type 4D delignostors and O7 Type OD	
Per our conversation and Engineer's approval today an estimated quantity of 92 Type 1R delineators and 27 Type 2R	
delineators will be measured in place. The installed unit price for the Type 1R is agreed at \$17.13 and \$17.93 for Type 2R.	
Overhead and Profit will be computed in accordance with Subsection 109.03.C.4.	
Contract time will be extended by one working day.	
6/6/14	

Reply

Lontract Administration	Scope of work	104

### Example 104.02-2



### **Record Of Change Order Authorization**

ITD 2317 (Rev. 07-13)

This form must	be completed and approved b	efore beginning this work. See Contract Administration Manual
Subsection 104.	02 for specific instructions.	(Access the form fields and check boxes below by tabbing from field to field)
Lead Key Number	Lead Project Number	Location (same as described on contract cover)
91969	STP-2691(969)	Abbey Rd Jerome Co

Lead Key Number	Lead Project Number		Location (same as o	lescribed on contract cover)	
91969 STP-2691(969)			Abbey Rd., Jerome Co.		
Contractor		Date 1	This Form Filled In	Change Order Number	
ЕМІ		3-18-	-13	17	
Resident Engineer		Requi	ested By (Contractor	requests - attach RFC with this form)	
Geoff Emerick		ITD			

#### Nature and Reason for Revision

To complete this field, click inside the box below. If desired, after completing this section on-line and it extends to more than one page, press the Enter key as many times as necessary to move the next block of boxes to the bottom of the last page.

#### ACCEPTANCE PER 105.03

REASON FOR CHANGE: The geotextile of one lot (Tencate Geosynthetics) failed to meet the specification in the grab tensile and puncture strength test areas.

WORK DESCRIPTION: The Engineer will allow Tencate geotextile to be left in place with a 35% price adjustment of the material cost only. This is only to be applied to the quantity represented by the failing tests per the ITD Lab Operations Manual Section 330.10.

ESTIMATED COST: A price reduction of 35% is being applied to the material cost, in accordance with the schedule in Subsection 330.10 of the Lab Operations Manual, for the installed quantity represented by the failing tests. The agreed price includes labor plus the reduced material cost. The documentation is on file with the project records.

#### PRICING:

Item	Item Name	Quantity	Unit	Unit Price	Item Total
C07640-015A	Subgrade Separation Geotextile TY II	(3,277.78)	SY	\$1.77	(\$5,801.67)
C17640-015A	Subgrade Separation Geotextile TY II	1	SY	\$1.47	\$4,818.34
			Net Estim	ated Decrease	(\$983.33)

		1				1	
Consultation With	Date	Concurrence		Consultation With	Date	Concu	ırrence
		Yes	No			Yes	No
Geoff Emerick, TFRE	3/18/13						
George Martin, EM	3/18/13	$\boxtimes$					
				FHWA:			

				FHWA:		
FHWA prior approval?	Yes 🗌 No	⊠ N/A				
Approval Authority	Date Authorized by	Approval Authority	/ Appro	oval Authority's Signature		
☐ CE ☐ DE ☐ RE	3-18-13	010		120 12000		
Distribution: Dist. 4 Engr	r. 🛛 Dist. 4 Er	ngineering Mgr		Resident Engr. Geoff Emerick	$\triangleright$	d DRI

Dist. 4 Engr.	Dist. 4 Engineering Migr	Resident Engr. Geoff Emerick	🗵 DRI
	c to: HQ.ChangeOrders)	FHWA (Projects of Interest)	
Other Civil Engi	neering, Inc.	-	



## **Record Of Change Order Authorization**

ITD 2317 (Rev. 07-13)

This form must be completed and approved before beginning this work. See Contract Administration Manual Subsection 104.02 for specific instructions. (Access the form fields and check boxes below by tabbing from field to field)

		- 8						
Lead Key Number	Lead Project Number		Location (same as described on contract cover)					
30173	IM-99-3(011)973		I-99, Abbey Road to East IC					
Contractor		Date This Form Filled In Change Order Number						
EMI		8-08-13						
Resident Engineer		Requ	ested By (Contractor re	equests - attach RFC with this form)				
Alan Parsons		ITD						

#### Nature and Reason for Revision

To complete this field, click inside the box below. If desired, after completing this section on-line and it extends to more than one page, press the Enter key as many times as necessary to move the next block of boxes to the bottom of the last page.

#### CHANGE IN PLANS

REASON FOR CHANGE: This change order is to repair structural defects and address safety concerns for the traffic crossing this structure. The work includes replacing the bridge bearings and compression seal joints. Repair is critical for the problems to be resolved before further deterioration occurs potentially necessitating a load reduction.

WORK DESCRIPTION: Repair the Snake River Bridge per the attached Bridge Repair Drawings, Bridge Special Provisions, and other associated work as directed.

ESTIMATED COST: The Contractor provided a cost breakdown for the extra work. The Engineer used force account analysis and compared these unit item prices to the Department average bid prices. The subcontractor has completed contract work on the project and will need to remobilize his crews and equipment including costs for the superintendent, management, toilets, etc. The bridge removal cost is associated with increased width and depths required to remove the deteriorated material.

#### PRICING:

Item	Item Name	Quantity	Unit	Unit Price	Item Total
C11A	10-61 Rigid Mortar	9	CY	\$3,405.82	\$30,652.38
F11B	SWPPP Contingency (Includes River Protection)	5,000	CA	\$5,000.00	\$5,000.00
F11C	Weather Protection Contingency	15,000	CA	\$1.00	\$15,000.00
C11D	Prime Contractor Overhead and Profit	14,450	CA	\$1.00	\$14,450.00
C11S501-06B	Compression Seal Joint	193	FT	\$99.00	\$19,107.00
C11S501-35A	SP Bridge, Partial Removal of Bridge	57	SY	\$1,370.00	\$78,090.00
C11S501-40A	SP Bridge, Elastomeric Concrete Header	4.67	CY	\$12,200.00	\$56,974.00
C11S501-55A	Bridge Bearings and Steel Beam Seats	6	EA	\$4,155.00	\$24,930.00
C11S612-20A	Rem. & Reset Concrete Guardrail	1,000	FT	\$35.00	\$35,000.00
C11Z629-05A	Mobilization	1	LS	\$19,008.45	\$19,008.45
		100	Total Estir	nated Increase	\$298,211.83

ESTIMATED TIME IMPACTS: Rapid Mortar will be used instead of CL 40A to reduce the time by 3 weeks. The required 10-day cure time is eliminated since the Rapid Mortar cure time is much shorter. Also, on-ramp traffic requires 2 phases of bridge work, further justifying the Rapid Mortar. Reducing the CPM time by 3 weeks minimizes potential winter weather impacts to the project and traffic. The Contractor's proposed schedule shows completion by November 25th which is 45 working days beyond the contract completion date. The documentation is on file with the project records. The Department will increase Contract Time by 45 Working Days.

	Re	cord Of	Cha	nge	Ord	ler Authoriz	zation		2317 (Rev	. 07-13)
Lead Key Number	Lead Project Number	er .				Location (same as o	lescribed on co	ntract cover)		
30173	IM-99-3(011)973					I-99, Abbey Road	to East IC			
Contractor	ig.				Date	This Form Filled In	Change Ord	ler Number		
EMI					8-08	-13	11			
Specific Date Work	is to Start - if estimate	d enter date then	("est ")	Total F	stimate	d Change		Ti	me Adjustn	nent
	o to otali il ootillato	a, onto auto them	( 001 )							
9-27-13				⊠ +	Ш-	\$_298,211.83			Yes [	No
Consulta	tion With	Date		irrence		Consultation \	Nith	Date		rrence
			Yes	No					Yes	No
Alan Parso	ons, TFRE	8-05-13		Ш						
Roger Wa	aters, EM-	8-08-13								
David Gilmour	, HQ Res. Ctr.	8-05-13			<u>F</u>	HWA:				
FHWA prior appr		☐ No 🛛								
Approval Authority  CE  DE	Date Au RE 8-19-13		val Auth	nority A	pprova	l Authority's Signature				
						Resident Engr. <u>Ala</u> (Projects of Interest)				☑ DRI



## **Record Of Change Order Authorization**

ITD 2317 (Rev. 07-13)

This form must be completed and approved before beginning this work. See Contract Administration Manual Subsection 104.02 for specific instructions. (Access the form fields and check boxes below by tabbing from field to field)

Lead Key Number	Lead Project Number		Location (same as described on contract cover)			
91969	STP-2691(969)		Abbey Rd., Jerrome Co.			
Contractor	ntractor		This Form Filled In	Change Order Number		
EMI	EMI		-13	14		
Resident Engineer		Reque	ested By (Contractor	requests - attach RFC with this form)		
Geoff Emerick		ITD				

#### Nature and Reason for Revision

To complete this field, click inside the box below. If desired, after completing this section on-line and it extends to more than one page, press the Enter key as many times as necessary to move the next block of boxes to the bottom of the last page.

#### QUANTITY VARIANCE

REASON FOR CHANGE: Directed Surveying will exceed 125% of the original estimate. A price adjustment was requested for the quantity exceeding 125%.

WORK DESCRIPTION: This change order adjusts the Contract Unit Price for S105-05A Directed Surveying 2-Person Crew and S105-05D Directed Surveying Office Computations for quantities exceeding 125% of the original Contract amount.

ESTIMATED COST: The Engineer has reviewed Contractor provided costs based on a force account analysis and found them justified.

### PRICING:

Item	Item Name	Quantity	Unit	Unit Price	Item Total
S105-05A	Directed Surveying 2- Person Crew	12.5	HRS	\$0.00	\$0.00
S105-05D	Directed Surveying Office Computations	12.5	HRS	\$0.00	\$0.00
C14S105-05A	Directed Surveying 2- Person Crew	26.0	HRS	\$110.00	\$2860.00
C14S105-05D	Directed Surveying Office Computations	20.0	HRS	\$38.50	\$770.00
	J		Total Estir	nated Increase	\$3630.00

ESTIMATED TIME IMPACTS: No contract time adjustment is warranted for this work.

	Re	cord Of	Cha	nge	Ord	er Authoriza	ation	- 1	TD 2317	(Rev. 07	-13)
Lead Key Number	Lead Project Numb	er				Location (same as des	scribed on co	ntract cover	)		
91969	STP-2691(969)					Abbey Rd., Jerrome Co.					
Contractor					Date	This Form Filled In	Change Ord	ler Number			
EMI	EMI					06-13 14					
Specific Date Work is to Start - if estimated, enter date then ("est.")   Total						d Change			Time Adj	ustment	
5-13-13						3,630.00			☐ Yes	<b>N</b>	No
Consulta	tion With	Date	Conc	urrence		Consultation With Date			Co	ncurren	се
Geoff Eme	rick, TFRE	5/3/13	Yes	No					T.	es N	_
George M	lartin, EM	5/3/13	$\boxtimes$								]
					FH	IWA:					
FHWA prior appr	oval?  Yes	☐ No ⊠	N/A						***		
Approval Authority  CE DE	A STATE OF THE STA	thorized by Appro 3	val Aut	hority A	oprova	Authority's Signature					
Distribution: ⊠ D			(1) <del></del>			Resident Engr. <u>Geoff</u> Projects of Interest)				⊠D	RI
⊠c	ther Civil Engine	ering, Inc.									



## **Record Of Change Order Authorization**

ITD 2317 (Rev. 07-13)

This form must be completed and approved before beginning this work. See Contract Administration Manual Subsection 104.02 for specific instructions. (Access the form fields and check boxes below by tabbing from field to field)

	•		NAME OF THE OWNER OWNER OF THE OWNER OWNE			
Lead Key Number	Lead Project Number		Location (same as described on contract cover)			
71971	DHP-NH-IR-CM-F-0071(971)		Fillmore East			
Contractor			This Form Filled In	Change Order Number		
Capricorn, Inc.		6-19-13				
Resident Engineer			Requested By (Contractor requests - attach RFC with this form)			
Aaron Baron			ITD			

### Nature and Reason for Revision

To complete this field, click inside the box below. If desired, after completing this section on-line and it extends to more than one page, press the Enter key as many times as necessary to move the next block of boxes to the bottom of the last page.

#### CHANGE IN SPECIFICATION

REASON FOR CHANGE: This project was designed using the Hveem method of paving specifications. Since then, the Department has adopted Superpave HMA paving requirements. This change is a no-cost change order as both the Department and the Contractor are set up to meet the current Superpave paving specifications.

WORK DESCRIPTION: Delete references to items 405-005A, 405-160A, 405-170A, and 405-230A and replace them with the attached May 2010 Special Provision - Superpave Hot Mix Asphalt (HMA) Pavement. Complete the work as shown on the plans or as established. The Engineer will allow RAP at Level 1 as shown on the Superpave Special Provision.

ESTIMATED COST: The Engineer has reviewed the agreed prices for Superpave HMA Pavement and found they compare favorably with similar work. The documentation is on file with the project records.

#### PRICING:

Item	Item Name	Quantity	Unit	Unit Price	Item Total
405-005A	Plant Mix Pavement Class I	(38,305.49)	Tonnes	\$42.00	(\$1,608,830.58)
405-160A	PG 58-28 Asphalt for Plant Mix	(1,155.03)	Tonnes	\$745.00	(\$860,497.35)
405-170A	PG 64-28 Asphalt for Plant Mix	(882.00)	Tonnes	\$760.00	(\$670,320.00)
405-230A	0.5% Anti Strip Add. For Plant Mix	(2,207.03)	MTOA	\$9.00	(\$19,863.27)
C29S405-20A	SuperPave HMA Pavement Including Asphalt and Additives ¾" Agg. Class SP- 4 (58-28)	22,218.00	Tonnes	\$81.30	\$1,806,323.40
C29S405-30A	SuperPave HMA Pavement Including Asphalt and Additives ¾" Agg. Class SP- 4 (64-28)	16,089.00	Tonnes	\$84.10	\$1,353,084.90
			Net Estimat	ed Decrease	(\$102.90)

ESTIMATED TIME IMPACTS: No contract time adjustment is requested or warranted with this change order.

Re	cord Of (	Cha	nge	Ord	er Authoriza	ation	ľ	TD 2317	(Rev	. 07-13)
Lead Project Numb	er				Location (same as des	scribed on cor	ntract cover	)		
DHP-NH-IR-CM	-F-0071(971)				Fillmore East					
				Date	te This Form Filled In Change Order Number					
Capricorn, Inc.					-13	29				
Specific Date Work is to Start - if estimated, enter date then ("est.")   Total Est								Time Ad	justm	ent
8-12-13								☐ Yes		⊠ No
tion With	Date	Conc	urrence		Consultation With Date			Co	oncu	rrence
aron, RE	4/24/13	Yes	No		Gregg Allman, DME 4/26					No
owd, EM	4/26/13	$\boxtimes$						[		
an, HQ DMC	6/17/13	$\boxtimes$		FH	HWA: Larry Dahlstrom 6/2			3	$\boxtimes$	
oval? Xes	□ No □	N/A								
The second secon		val Autl	nority A	pproval	Authority's Signature					
		25				200 600000	n			] DRI
	. HQ.OnangeOi	ucia)		(	rojecta of interest) <u>La</u>	iry Dainstion				
	Lead Project Numb DHP-NH-IR-CM- is to Start - if estimate tion With aron, RE wd, EM an, HQ DMC oval? Yes Date Au 5-06-1	Lead Project Number DHP-NH-IR-CM-F-0071(971)  is to Start - if estimated, enter date then (  tion With Date  aron, RE 4/24/13  and, HQ DMC 6/17/13  oval? Yes No Date Authorized by Approvate Start - if estimated, enter date then (  Date Authorized Dist. 1 Engine MC (electronic to: HQ.ChangeOr	Lead Project Number DHP-NH-IR-CM-F-0071(971)  is to Start - if estimated, enter date then ("est.")  tion With Date Concuments of the start of the st	Lead Project Number DHP-NH-IR-CM-F-0071(971)  Is to Start - if estimated, enter date then ("est.")  Total Estimated to Start - if estimated, enter date then ("est.")  Total Estimated to Start - if estimated, enter date then ("est.")  Total Estimated to Start - if estimated, enter date then ("est.")  Total Estimated to Start - if estimated, enter date then ("est.")  Total Estimated to Start - if estimated, enter date then ("est.")  Total Estimated to Start - if estimated, enter date then ("est.")  Total Estimated to Start - if estimated, enter date then ("est.")  Total Estimated to Start - if estimated, enter date then ("est.")  Total Estimated to Start - if estimated, enter date then ("est.")  Total Estimated to Start - if estimated, enter date then ("est.")  Total Estimated to Start - if estimated, enter date then ("est.")  Total Estimated to Start - if estimated, enter date then ("est.")  Total Estimated to Start - if estimated, enter date then ("est.")  Total Estimated to Start - if estimated, enter date then ("est.")  Total Estimated to Start - if estimated, enter date then ("est.")  Total Estimated to Start - if estimated, enter date then ("est.")  Total Estimated to Start - if estimated, enter date then ("est.")  Total Estimated to Start - if estimated, enter date then ("est.")  Total Estimated to Start - if estimated, enter date then ("est.")  Total Estimated to Start - if estimated to Start	Lead Project Number DHP-NH-IR-CM-F-0071(971)  Date: 6-19-  is to Start - if estimated, enter date then ("est.") Total Estimated  is to Start - if estimated, enter date then ("est.") Total Estimated  is to Start - if estimated, enter date then ("est.") Total Estimated  is to Start - if estimated, enter date then ("est.") Total Estimated  is to Start - if estimated, enter date then ("est.") Total Estimated  is to Start - if estimated, enter date then ("est.") Total Estimated  is to Start - if estimated, enter date then ("est.") Total Estimated  is to Start - if estimated, enter date then ("est.") Total Estimated  is to Start - if estimated, enter date then ("est.") Total Estimated  is to Start - if estimated, enter date then ("est.") Total Estimated  is to Start - if estimated, enter date then ("est.") Total Estimated  is to Start - if estimated, enter date then ("est.") Total Estimated  is to Start - if estimated, enter date then ("est.") Total Estimated  is to Start - if estimated, enter date then ("est.") Total Estimated  is to Start - if estimated, enter date then ("est.") Total Estimated  is to Start - if estimated, enter date then ("est.") Total Estimated  is to Start - if estimated, enter date then ("est.") Total Estimated  is to Start - if estimated, enter date then ("est.") Total Estimated  is to Start - if estimated, enter date then ("est.") Total Estimated  is to Start - if estimated, enter date then ("est.") Total Estimated  is to Start - if estimated, enter date then ("est.") Total Estimated  is to Start - if estimated, enter date then ("est.") Total Estimated  is to Start - if estimated, enter date then ("est.") Total Estimated  is to Start - if estimated, enter date then ("est.") Total Estimated  is to Start - if estimated, enter date then ("est.") Total Estimated  is to Start - if estimated, enter date then ("est.") Total Estimated  is to Start - if estimated, enter date then ("est.") Total Estimated  is to Start - if estimated, enter date then ("est.") Total Estimated  is to Start - if estimated,	Lead Project Number DHP-NH-IR-CM-F-0071(971)  Is to Start - if estimated, enter date then ("est.")  In the start - if estimated, enter date then ("est.")  In the start - if estimated, enter date then ("est.")  In the start - if estimated, enter date then ("est.")  In the start - if estimated, enter date then ("est.")  In the start - if estimated, enter date then ("est.")  In the start - if estimated, enter date then ("est.")  In the start - if estimated, enter date then ("est.")  In the start - if estimated Change  In the start	DHP-NH-IR-CM-F-0071(971)   Fillmore East     Date This Form Filled In   Change Ord     6-19-13   29     is to Start - if estimated, enter date then ("est.")   Total Estimated Change	Lead Project Number DHP-NH-IR-CM-F-0071(971)    Date This Form Filled In 6-19-13   29	Lead Project Number   DHP-NH-IR-CM-F-0071(971)   Fillmore East	Lead Project Number DHP-NH-IR-CM-F-0071(971)  Date This Form Filled In 6-19-13  Date This Form Filled In 6-19-13  Total Estimated Change Personance  Time Adjustm Personance  Total Estimated Change Personance  Total Estimated Change Personance  Total Estimated Change Personance  Total Estimated Change Personance Personance  Total Estimated Change Personance Personance Personance  Time Adjustm Personance P



## **Record Of Change Order Authorization**

ITD 2317 (Rev. 07-13)

This form must be completed and approved before beginning this work. See *Contract Administration Manual Subsection 104.02* for specific instructions. (Access the form fields and check boxes below by tabbing from field to field)

Lead Key Number	Lead Project Number		Location (same as described on contract cover)				
10123	A010(123)		SH-67, EB Ramps to Atlantic Ave.				
Contractor		Date 1	This Form Filled In	Change Order Number			
Disraeli Construc	sraeli Construction, Inc.		-13	U01			
Resident Engineer		Requ	Requested By (Contractor requests - attach RFC with this form)				
Tom Dowd		ITD					

#### Nature and Reason for Revision

To complete this field, click inside the box below. If desired, after completing this section on-line and it extends to more than one page, press the Enter key as many times as necessary to move the next block of boxes to the bottom of the last page.

#### **CHANGE IN PLANS**

REASON FOR CHANGE: On June 4th, 2013 representatives of District 3 and SWLABR Railroad (hereafter known as the "Railroad") met on site to review the railroad crossing at station 75+10 of SH-66 (Identified as AAR/DOT Crossing # 999999C) to discuss the construction and traffic control for the mill & inlay project where it meets the railroad crossing. At this meeting, it was discovered that the rubber planking of the crossing was wearing away in the wheel paths so that if the new pavement was placed adjacent to the planking it would cause the new pavement to rut out quickly to the same pattern that now exists. It was decided in order to prevent the ruts from reoccurring, the rubber planking that was approximately 25 years old needed to be replaced with precast insulated concrete planking; which is now commonly used at all railroad-road crossings. The Residency requested a pricing and time proposal from the Railroad.

This work was not contemplated during project development, therefore no Railroad Agreement was executed between ITD and the railroad owner to define work to be accomplished by the Railroad.

GENERAL DESCRIPTION: This change incorporates the work of replacing the railroad crossing by the Railroad. The Railroad shall coordinate a proposed schedule of work and durations with the State and the Contractor. The work shall be incorprated into the Contractor's project schedule, and shall be performed under the protection of the Contractor's project traffic control.

All materials (precast concrete panels, ties, tie plates, rails, spikes and anchors, and any other required materials) shall be provided by the Railroad and shall meet Railroad specifications. The Railroad shall provide the State with a letter certifying all materials meet or exceed the Railroad's standard specifications for quality.

The Railroad shall provide all labor and equipment to remove and dispose of old planking, remove and dispose of any unacceptable anchors, spikes, rails, and tie plates, remove and dispose of any unacceptable ties and ballast materials, and deliver and replace necessary ballast, ties, tie plates, rails, spikes and anchers, and deliver and install precast insulated concrete planking panels. Work shall be performed to Railroad company standards.

The Railroad, at its determination, may provide inspection, security, flagging, or other protective services as necessary for the protection of Railroad property or operations whenever there are Contractor operations on Railroad property.

The Contractor shall provide any and all necessary traffic control equipment, materials, and traffic control maintenance and roadway flaggers to safely protect the work zone.

(See the attached Change Order U01, Appendix A for contractor requirements for insurance before working on Railroad property.)

(See the attached Change Order U01, Appendix B for the Contractor's traffic control requirements.)

ESTIMATED COST: Submitted pricing includes all costs incurred directly or indirectly by the Railroad as a result of this change order. The Department will pay for accepted quantities pending Railroad invoice as follows:

#### PRICING:

Item	Item Name	Quantity	Unit	Unit Price	Item Total
	Replace Railroad Crossing Planking	1	CA	\$90,000.00	\$90,000.00
			Net Estin	\$90,000.00	

ESTIMATED TIME IMPACTS: The Railroad shall have (6) days to complete this work from the date their work begins. This work shall be performed concurrently with critical path items within the Contractor's schedule.

	Re	ecord Of	Cha	nge	Ord	er Authoriz	zation		ITD 2317	(Rev. 07-13
Lead Key Number	Lead Project Numb					Location (same as d				
10123	A010(123)					SH-67, EB Ramps to Atlantic Ave.				
Contractor					Date 1	This Form Filled In	Change Orde	er Number		
Disraeli Construction, Inc. 7-6						13	U01			
Specific Date Work	is to Start - if estimate	ed, enter date then	("est.")	Total Es	stimated	Change			Time Adj	ustment
7-13-13				□+ [	□ - \$	90,000.00			☐ Yes	⊠ No
Consulta	Consultation With Date Concurrence					Consultation With Date			Co	ncurrence
Tom Dov	wd, RE-1	7/3/13	Yes 🖂	No					Y.	es <u>No</u>
Felix Papp	alardi, EM	7/3/13	$\boxtimes$							
Jack Bru	ce, ROW	7/8/13	$\boxtimes$		FH'	NA:				
FHWA prior appr	oval?  Yes	□ No ⊠	N/A							
Approval Authority ☐ CE   ☑ DE	(2)	thorized by Appro 3	val Autl	nority A	pproval	Authority's Signature				
Distribution: D	1900 IF3 1900	Dist. 3 Engine	_			esident Engr. <u>Tom</u>				⊠ DRI
		HQ.ChangeOr	ders)	☐ FF	HVVA (F	Projects of Interest) _				
L 0	other									



## **Record Of Change Order Authorization**

ITD 2317 (Rev. 07-13)

This form must be completed and approved before beginning this work. See Contract Administration Manual Subsection 104.02 for specific instructions. (Access the form fields and check boxes below by tabbing from field to field)

Lead Key Number	Lead Project Number		Location (same as described on contract cover)		
21470	A010(456)		Leeds Way		
Contractor	Contractor		This Form Filled In	Change Order Number	
Substitute, Inc.		7-10-	13	U01	
Resident Engineer		Reque	Requested By (Contractor requests - attach RFC with this form)		
Bob Pridden		ITD	ITD		

#### Nature and Reason for Revision

To complete this field, click inside the box below. If desired, after completing this section on-line and it extends to more than one page, press the Enter key as many times as necessary to move the next block of boxes to the bottom of the last page.

#### **CHANGE IN PLANS**

REASON FOR CHANGE: This change order is to compensate MCA Utilities for installing a pole, guying and dead ends to deenergize a span of primary transmission line, and remove existing anchors to allow bridge construction. This includes the installation of anchor plates and reattachment of guy wires at new location. The existing guy wires were relocated due to interference with the MSE wall soil reinforcement. MCA Utilities moved the pole once according to plans but it was discovered later that the guy wires were still interfering with construction, so the pole required moving a second time. This change order also includes utility service hookup fees for interstate illumination.

WORK DESCRIPTION: This change order is to compensate MCA Utilities for installing a pole, guying and dead ends to deenergize a span of primary transmission line, and remove existing anchors to allow bridge construction. This includes the installation of anchor plates and reattachment of guy wires at new location. This change order also includes utility service hookup fees for interstate illumination.

Materials shall meet MCA Utilities specifications.

Construction shall meet MCA Utilities specifications.

ESTIMATED COST: Submitted pricing includes all costs incurred directly or indirectly by MCA Utilities as a result of this change order. The Department will pay for accepted quantities pending utility invoice as follows:

### PRICING:

Item	Item Name	Quantity	Unit	Unit Price	Item Total
U01 Pole Locate	Relocate Utility Pole & Line	1	LS	\$7,597.32	\$7,597.32
	•		Net Estim	ated Increase	\$7,597.32

ESTIMATED TIME IMPACTS: There is no change in total contract time.

	Re	ecord Of	Cha	nge	Ord	er Authoriz	zation		ITD 2317	(Rev. 07-13
Lead Key Number	Lead Project Numb					Location (same as d				`
21470	A010(456)					Leeds Way				
Contractor					Date 7	his Form Filled In	Change Ord	der Number		
Substitute, Inc.					7-10-	13	U01			
Specific Date Work	is to Start - if estimate	ed, enter date then	("est.")	Total Es	stimated	Change			Time Adji	ustment
8-01-13				□ + [	□ - \$	7,597.32			☐ Yes	⊠ No
Consulta	tion With	Date	Conc	urrence		Consultation V	Vith	Date	Co	ncurrence
Bob Pridd	len, RE- 3	7/8/13	Yes 🖂	No					Ye	s No
Kit Laml	bert, EM	7/10/13								
					<u>FH</u>	NA:				
FHWA prior appr	oval?  Yes	⊠ No □	N/A							
Approval Authority  CE DE	Date Au	thorized by Appro	oval Auth	nority Ap	oproval	Authority's Signature				
Distribution: 🛛 D	ist. <u>3</u> Engr.	Dist. <u>3</u> Engine	eering l	Mgr	⊠R	esident Engr. Bob	Pridden			⊠ DRI
	MC (electronic to	HQ.ChangeO	rders)	⊠ F⊦	HWA (F	rojects of Interest) F	Pete Townsh	end		
	ther									



### **Change Order**

ITD 0400 (Rev.03-13)

104

Idaho Transportation Department

itd.idaho.gov

Paying Through: WinCaps

See Contract Administration Manual Section 104.02

Key Number	Project Number		Contract Number		
91969	STP-2691(969)		XXXX		
Authority Num	Authority Number Location				
R92669	R92669 Abbey Rd., Jerome Co.				
Contractor's Name			Change Order Number	Date of Contractor Authorization	
EMI			17	3-18-13	

You are ordered to perform the work described or incorporated below in accordance with the Contract or as amended by this change order. The cost to perform this work includes all labor, equipment, materials, overhead, and all other incidental costs associated with completing the work.

**Description of Work** If no description is provided herein, the work description found in other accompanying documents is incorporated by this reference. Further, even if a description is provided herein, the work description in other accompanying documents is incorporated by this reference.

**ACCEPTANCE PER 105.03** 

Description: The Engineer will allow Tencate geotextile to be left in place with a 35% price adjustment of the material cost only. This is only to be applied to the quantity represented by the failing tests per the ITD Lab Operations Manual Section 330.10.

Materials Requirements: No change.

Construction Requirements: No change.

Method of Measurement: The Engineer will measure acceptably completed quantities of Subgrade Separation Geotextile TY II in accordance with 640.04.

Basis of Payment: A price reduction of 35% is being applied to the material cost, in accordance with the schedule in Subsection 330.10 of the Lab Operations Manual, for the installed quantity represented by the failing tests. The agreed price includes labor plus the reduced material cost. The documentation is on file with the project records. The Department will pay for accepted quantities at the agreed unit price as follows:

Item	Item Name	Quantity	Unit	Unit Price	Item Total
C07640-015A	Subgrade Separation Geotextile TY II	(3,277.78)	SY	\$1.77	(\$5,801.67)
C17640-015A	Subgrade Separation Geotextile TY II	3,277.78	SY	\$1.47	\$4,818.34
			Net Estim	ated Decrease	(\$983.33)

Contract Time Accounting: No contract time adjustment is warranted for this work.

		Chan	ge Order		ITD 0400 (Rev.03-13)	
			itd.idaho.gov			
Key Number	Project Number		Contract Number			
91969	STP-2691(969)		xxxx			
Authority Num	ber	Location				
R92669		Abbey Rd., Jerome Co.				
Contractor's N	lame		Change Order Number	Date of C	ontractor Authorization	
EMI			17	3-18-13		
	d at the prices speci		m the work described or incor	porated as sho	wn above and be	
City, County, o	or Highway District Ag	ency's Name				
Authorized Re	presentative's Signatu	ıre	Title		Date	
Approved for	or State of Idaho		•		'	
Authorized Re	presentative's Signatu	ıre	Title		Date	

D Taron 97			ge Order rtation Department	ITD 0400 (Rev.03-13 itd.idaho.go		
Paving Thro	ough:   WinCaps		ration Dopartmont			
		nual Section 104.02				
Key Number	Project Number	idai Gedioii 104.02	Contract Number			
30173	IM-99-3(011)973		XXXX			
Authority Nun	nber	Location				
R311973 Contractor's N	lame	I-99, Abbey Road to East IC	0.1.11			
EMI	vame		Change Order Number 11	Date of Contractor Authorization 8-19-13		
Description of reference. Furtherence.	th completing the work of Work If no description of the complete the work of the complete the co	vork. ion is provided herein, the work de	escription found in other accompa	ead, and all other incidental costs anying documents is incorporated by this ng documents is incorporated by this		
associated w	Repair the Snake F york as directed. quirements: Use 10	River Bridge per the attached E 0-61 Rapid Mortar instead of C pecial Provisions and Bridge Re	lass 40A Concrete as shown	ge Special Provisions, and other on the plans. Meet the		
Method of M cubic yard. 2	ents of the attached easurement: The E	d Special Provisions and Bridge ngineer will measure acceptab ency and Weather Protection C	e Repair Drawings. ly completed quantities as foll	lows: 1) 10-61 Rapid Mortar by the ty used. 3) Other items of work as		
compared the project and was The bridge re	Basis of Payment: The Contractor provided a cost breakdown for the extra work. The Engineer used force account analysis and compared these unit item prices to the Department average bid prices. The subcontractor has completed contract work on the project and will need to remobilize his crews and equipment including costs for the superintendent, management, toilets, etc. The bridge removal cost is associated with increased width and depths required to remove the deteriorated material. The Department will pay for accepted quantities at the agreed unit prices as follows:					

Authorized Representative's Signature

Number	ransportation De			
	Contract	Number		
3(011)973	XXXX			
Location				
I-99, Abbey Road to	East IC			
	Change	Order Number	Date of Con	tractor Authorization
	11		8-19-13	
Item Name	Quantity	Unit	Unit Price	Item Total
	9		\$3,405.82	\$30,652.38
SWPPP Contingency (Includes River Protection)	5,000	CA	\$5,000.00	\$5,000.00
Weather Protection Contingency	15,000	CA	\$1.00	\$15,000.00
Prime Contractor Overhead and Profit	14,450	CA	\$1.00	\$14,450.00
Compression Seal Joint	193	FT	\$99.00	\$19,107.00
SP Bridge, Partial Removal of Bridge	57	SY	\$1,370.00	\$78,090.00
SP Bridge, Elastomeric Concrete Header	4.67	CY	\$12,200.00	\$56,974.00
Bridge Bearings and Steel Beam Seats	6	EA	\$4,155.00	\$24,930.00
Rem. & Reset Concrete Guardrail	1,000	FT	\$35.00	\$35,000.00
Mobilization	1	LS	\$19,008.45	\$19,008.45
		Total Estima	ated Increase	\$298,211.83
Rapid Mortar cure time is much sl lortar. Reducing the CPM time b	horter. Also, on-rar y 3 weeks minimize	e time by 3 weel	ks. The required 10- es 2 phases of bridger weather impacts t	\$298,211.83  day cure time is e work, further to the project and
	Item Name  10-61 Rigid Mortar SWPPP Contingency (Includes River Protection) Weather Protection Contingency Prime Contractor Overhead and Profit Compression Seal Joint SP Bridge, Partial Removal of Bridge SP Bridge, Elastomeric Concrete Header Bridge Bearings and Steel Beam Seats Rem. & Reset Concrete Guardrail Mobilization  d Mortar will be used instead of Capid Mortar cure time is much silortar. Reducing the CPM time b	Item Name Quantity  10-61 Rigid Mortar 9 SWPPP Contingency 5,000 (Includes River Protection) Weather Protection 15,000 Contingency Prime Contractor Overhead and Profit Compression Seal Joint 193 SP Bridge, Partial Removal of Bridge SP Bridge, Elastomeric 4.67 Concrete Header Bridge Bearings and Steel Beam Seats Rem. & Reset Concrete 1,000 Guardrail Mobilization 1  Mortar will be used instead of CL 40A to reduce the Rapid Mortar cure time is much shorter. Also, on-rar lortar. Reducing the CPM time by 3 weeks minimize	Change Order Number   11	Change Order Number   11

Title

Date



## **Change Order**

ITD 0400 (Rev.03-13) d.idaho.gov

Idaho Tra

nsportation Department	ito
------------------------	-----

Paying Through: WinCaps 

See Contract Administration Manual Section 104.02							
Key Number	Project Number		Contract Number				
91969	STP-2691(969)		XXXX				
Authority Number Location							
R92669 Abbey Rd., Jerome Co.		Abbey Rd., Jerome Co.					
Contractor's Name			Change Order Number	Date of Contractor Authorization			
EMI			14	5-10-13			

You are ordered to perform the work described or incorporated below in accordance with the Contract or as amended by this change order. The cost to perform this work includes all labor, equipment, materials, overhead, and all other incidental costs associated with completing the work.

Description of Work If no description is provided herein, the work description found in other accompanying documents is incorporated by this reference. Further, even if a description is provided herein, the work description in other accompanying documents is incorporated by this reference.

QUANTITY VARIANCE

Description: This change order adjusts the Contract Unit Price for S105-05A Directed Surveying 2-Person Crew and S105-05D Directed Surveying Office Computations for quantities exceeding 125% of the original Contract amount.

Materials Requirements: No Change.

Construction Requirements: No Change.

Method of Measurement: No Change.

Basis of Payment: The Engineer has reviewed Contractor provided costs based on a force account analysis and found them justified. The Department will pay for accepted quantities of work at the contract unit price and as follows:

Item	Item Name	Quantity	Unit	Unit Price	Item Total
S105-05A	Directed Surveying 2-	12.5	HRS	\$0.00	\$0.00
	Person Crew				
S105-05D	Directed Surveying	12.5	HRS	\$0.00	\$0.00
	Office Computations				
C14S105-05A	Directed Surveying 2-	26.0	HRS	\$110.00	\$2860.00
	Person Crew			0.72 % 20000000000000000000000000000000000	
C14S105-05D	Directed Surveying	20.0	HRS	\$38.50	\$770.00
	Office Computations				
			Total Estima	ted Increase	\$3630.00

Contract Time: No contract time adjustment is warranted for this work.

		Chang	e Order		ITD 0400 (Rev.03-13
			itd.idaho.go		
Key Number	Project Number		Contract Number		
91969	STP-2691(969)		XXXX		
Authority Num	nber	Location			
R92669		Abbey Rd., Jerome Co.			
Contractor's N	lame		Change Order Number	Date o	of Contractor Authorization
EMI			14	5-10-	13
compensate	d at the prices speci	fied.	the work described or incorpora		ate
Compensate Contractor's S		fied.		D	ate
City, County, o	or Highway District Ag	ency's Name			
Authorized Re	epresentative's Signatu	ıre	Title		Date
Approved for	or State of Idaho				
	presentative's Signatu	ire	Title		Date

			e Order ation Department		(Rev.03-13) itd.idaho.gov
, ,	ugh: WinCaps	_	•		
See Contract Key Number	Administration Man	ual Section 104.02	Contract Number		
71971	DHP-NH-IR-CM-F-	-0071(971)	XXXX		
Authority Number Location		Location			
R031971		Fillmore East			
Contractor's Name		Change Order Number	Date of Contractor Auth	orization	
Capricorn, Inc.			29	6-24-13	

You are ordered to perform the work described or incorporated below in accordance with the Contract or as amended by this change order. The cost to perform this work includes all labor, equipment, materials, overhead, and all other incidental costs associated with completing the work.

Description of Work If no description is provided herein, the work description found in other accompanying documents is incorporated by this reference. Further, even if a description is provided herein, the work description in other accompanying documents is incorporated by this reference.

CHANGE IN SPECIFICATION

Description: Delete references to items 405-005A, 405-160A, 405-170A, and 405-230A and replace them with the attached May 2010 Special Provision - Superpave Hot Mix Asphalt (HMA) Pavement. Complete the work as shown on the plans or as established. The Engineer will allow RAP at Level 1 as shown on the Superpave Special Provision. Change the Standard Specification as follows:

On page 493, Subsection 703.12 - Aggregate Source Approval

Delete the first 2 test requirements of Part 2 and substitute the following:

Preparing and Determining the Density of Hot-Mix-Asphalt (HMA)

Superpave Volumetric Design for Hot-Mix-Asphalt (HMA).....AASHTO R 35

Materials Requirements: Meet the Requirements of Superpave HMA Pavement.

Construction Requirements: Meet the Requirements of Superpave HMA Pavement. Change pavement lift thickness shown on the typical section to 30 mm sacrificial lift (leveling course), 70 mm second lift, and a 75 mm final lift.

Method of Measurement: The Engineer will measure the acceptably completed quantity of work as follows: 1) Superpave HMA Pavement and Asphalt by the tonne. The Engineer will not accept batch weights as a method of measurement. The Engineer will include the weight of the aggregate, asphalt, and any additives in the mixture for the weight of accepted Superpave HMA Pavement quantity.

Basis of Payment: The Department will calculate any bonus to be paid or deducted for QC/QA based on the original contract unit bid price of \$ 42.00. This will keep the maximum allowable bonus to be paid or deducted as set forth in the original Contract. The Engineer has reviewed the agreed prices for Superpave HMA Pavement and found they compare favorably with similar work. The Department will pay for accepted quantities at agreed prices as follows:

			Change	Order			ITD 0400 (Rev	.03-13
	T	Idaho		tion Departme	ent		itd.ida	aho.go
Key Number	Project Number			Contract Number XXXX				
71971	DHP-NH-IR-CM-F	HP-NH-IR-CM-F-0071(971)						
Authority Nun	ber	Location						
R031971		Fillmore East						
Contractor's N	lame			Change Order Nu	mber	Date o	f Contractor Authorizat	ion
Capricorn, Ir	IC.			29		6-24-1	3	
Item	Itom	n Name	Quantity	Unit	Unit Pric		Item Total	
405-005A		vement Class I	(38,305.49			2.00	(\$1,608,830.58)	
405-160A		phalt for Plant	(1,155.03		\$745		(\$860,497.35)	
405-170A	Mix	phalt for Plant	(882.00	23	\$760	0.00	(\$670,320.00)	
405-230A	0.5% Anti Str Plant Mix	0. 1770-0-0110-0-00-0	(2,207.03		\$9	9.00	(\$19,863.27)	
C29S405-2	Including Asp	MA Pavement shalt and Agg. Class SP-	22,218.00	) Tonnes	\$87	1.30	\$1,806,323.40	
C29S405-3	Including Asp	MA Pavement halt and Agg. Class SP-	16,089.00	) Tonnes	\$84	1.10	\$1,353,084.90	
	()			Net Estin	nated Decrease	,	(\$102.90)	
By reason o  0  We agree that		act time will be adjung Days Caller is approved, we	usted by llendar Days			ed as s	hown above and be	
Compensated Contractor's S	d at the prices specificant	ried.					,	
Contractors S	ignature					Da	ite	
City, County, o	or Highway District Age	ency's Name						
Authorized Re	presentative's Signatu	re		Title			Date	
Approved for	r State of Idaho		•					
	presentative's Signatu	re		Title			Date	



### **Change Order**

ITD 0400 (Rev.03-13)

Idaho Transportation Department

itd.idaho.gov

Paying Through: WinCaps SiteManager

See Contract Administration Manual Section 104.02

Key Number	Project Number		Contract Number		
10456	A010(456)		XXXX		
Authority Num	Authority Number Location				
R081969 !-99, Gary IC to Ten Mile RD					
Contractor's Name		Change Order Number	Date of Contractor Authorization		
Atco, Inc.		42	7-15-13		

You are ordered to perform the work described or incorporated below in accordance with the Contract or as amended by this change order. The cost to perform this work includes all labor, equipment, materials, overhead, and all other incidental costs associated with completing the work.

**Description of Work** If no description is provided herein, the work description found in other accompanying documents is incorporated by this reference. Further, even if a description is provided herein, the work description in other accompanying documents is incorporated by this reference.

**CHANGE IN PLANS** 

Description: This Change Order provides for the installation of a sign overlay upgrade with Type 4 reflective sheeting to the Exit only portions of the overhead sign structures for the project.

Materials Requirements: Materials shall meet the requirements of Subsections 616.02 and 712.02. The overlay shall consist of a minimum 0.063 sheet aluminum panel with type 4 reflective sheeting per ASTM D 4956. The overlay shall be sized to the full dimensions of the yellow exit only portions of the sign structures per the plans.

Construction Requirements: The sheet aluminum overlay shall be pop-riveted on the overhead sign structures to completely cover the yellow exit only portion of the four overhead sign structures at stations 2020+15 LT, 2125+20 Lt, 2047+00 Lt, and 2073+70 LT.

Method of Measurement: The Engineer will measure acceptably completed items as follows: Item C42-616-010A Overlay Type B will be measured by the square foot. Item C42-104A Prime's OH & Profit compensates the Contractor per 109.03 of the Contract.

Basis of Payment: The Department will pay for accepted quantities at contract unit prices as follows:

Pricing: Asterisked (\*) items identify work by subcontractor.

Item	Item Name	Quantity	Unit	Unit Price	Item Total
C42-616-010A	Overlay Type B*	130	SF	\$13.91	\$1,808.30
C42-104A	Prime's OH & Profit	1	CA	\$180.83	\$180.83
			Net Estim	nated Increase	\$1,989.13

Contract Time: Project substantial completion has been granted. Work shall be complete within three (3) working days from when the signs are delivered to the project. Liquidated damages for failure to complete this work within three (3) shall be \$175.00 per day.

		Chan	ige Order		ITD 0400 (Rev.03-13)	
			itd.idaho.gov			
Key Number	Project Number		ortation Department Contract Number			
10456	A010(456)		XXXX			
Authority Num	Authority Number Location					
R081969		!-99, Gary IC to Ten Mile R	D			
Contractor's N	lame		Change Order Number	Date	of Contractor Authorization	
Atco, Inc.			42	7-15-	-13	
	at if this Change Ord d at the prices speci		ys orm the work described or incorp		shown above and be	
					Suito	
City, County,	or Highway District Ag	ency's Name				
Authorized Re	epresentative's Signatu	ire	Title		Date	
Approved for	or State of Idaho					
Authorized Re	epresentative's Signatu	re	Title		Date	



### **Utility Agreement Change Order**

ITD 0403 (Rev. 07-13) itd.idaho.gov

Paying Through: 

WinCaps

(See Contract Administration Manual Section 104.02 and 105.07)

Key Number	Project Number		Contract Number	Work Authority
10123	A010(123)		xxxx	R51967
Location		Change Order Number	Name of Utility Company	Date
SH-67, EB Ramps to Atlantic Ave. U01		SWLABR Railroad	7-10-13	

The above named utility company is hereby directed to make the herein described changes from the plans and estimate or do the following work not included in the plans and estimate of the utility agreement with the State of Idaho.

Change Requested By	Change Submitted By
ITD	Tom Dowd

Description of additional work to be done, materials required, and estimate of cost to be paid by the State. (Attach plans, estimate, and explanation furnished by the utility company.)

Description of additional work to be done, materials required, and estimate of the cost to be paid by the State.

(Attach plans, estimate, and explanation furnished by the railroad company.)

This change incorporates the work of replacing the railroad crossing, by SWLABR Railroad (hereafter known as the "Railroad") at project expense during project construction. The Railroad shall coordinate a proposed schedule of work and durations with the State and the Contractor. The work shall be incorporated into the Contractor's project schedule, and be performed under the protection of the Contractor's project traffic control.

(See the attached Change Order U01, Appendix A for contractor insurance requirements before working on Railroad property.)

All Materials (precast concrete panels, ties, tie plates rails, spikes, and anchors, and any other required materials) shall be provided by the Railroad, and shall meet Railroad specifications. The Railroad shall provide the State with a letter certifying that all materials meet or exceed the Railroad's standard specifications for quality.

The Railroad shall provide all labor and equipment to remove and dispose of old planking, remove and dispose of any unacceptable anchors, spikes, rails, and tie plates, remove and dispose of any unacceptable ties and ballast materials, and deliver and replace necessary ballast, ties, tie plates, rails, spikes, and anchors, and deliver and install precast, insulated concrete planking panels. Work shall be performed to Railroad company standards.

The Railroad, at its determination, may provide inspection, security, flagging, or other protective services as necessary for the protection of Railroad property or operations whenever there are Contractor operations on Railroad property.

The Contractor shall provide any and all necessary traffic control equipment, materials, and traffic control maintenance and roadway flaggers to safely protect the work zone. (See the attached Change Order U01, Appendix B for the Contractor's traffic control requirements.)

Work, including railroad flagging or other protective services, will be paid for on a time/materials/equipment basis under Contingency Item U01XING. The railroad shall submit proof of costs to the State for reimbursement under this item, including acceptable direct and indirect administration costs.

Traffic control items, including all traffic control maintenance, equipment, materials and roadway flaggers will be paid for under their respective contract items as extensions of contract quantities at contract prices or as detailed in the Contractor's Change Order U01, "Railroad Crossing Additional Requirements".

The Department will pay for accepted quantities pending Railroad invoice as follows:

Item	Item Name	Quantity	Unit	Unit Price	Item Total
U01XING	Replace Railroad Crossing Planking	1	CA	\$90,000.00	\$90,000.00
			Net Estim	nated Increase	\$90,000.00

The Railroad shall have six (6) days to complete this work from the date their work begins.

### Example 104.02-13

We, the undersigned utility company, hereby agree that if this proposal is approved, we will perform the work detailed above and accept payment at the prices shown for the respective items in accordance with the terms of the original agreement, except as herein provided.

Utility Company Representative's Authorized Signature	Title	Date
Local Jurisdiction Action		
Approved For (name of city, county, or highway district)		
Authorized Representative's Signature	Title	Date
Idaho Transportation Department Action	·	·
Chief Engineer or Authorized Representative's Signature	Title	Date
	And the second s	the state of the s

Note: This Change Order is not effective until approved by the chief engineer or an authorized representative.

### Example 104.02-14



## Utility Agreement Change Order

ITD 0403 (Rev. 07-13) gov

	,	ounty Agreem	chi onang	e Order	itd.idaho.g
Paying Through	: WinCaps	⊠ SiteManager			
(See Contract Adm	inistration Manual Section	104.02 and 105.07)			
Key Number   Project	ct Number		Contract Number		Work Authority
21470 A010	0(456)		XXXX		R51670
Location		Change Order Number	Name of Utility Con	npany	Date
Leeds Way		U01	MCA Utilities		7-10-13
The above named following work no	d utility company is herel t included in the plans ar	by directed to make t nd estimate of the util	he herein descri lity agreement w	bed changes from the pl	ans and estimate or do the
Change Requested B	Ву		Change Submit	ted By	
ITD			Bob Pridden		
Description of ad estimate, and ex	ditional work to be done planation furnished by th	, materials required, ne utility company.)	and estimate of	cost to be paid by the St	ate. (Attach plans,
CHANGE IN PLA	ANS				
of primary transmer plates and reattal illumination.  Materials: Per Months Construction Records Method of Measure Basis of Paymer	nission line, and remove chment of guy wires at recomment of guy wires at recomment. CA Utilities specifications quirement: Per MCA Utilities are ment: The Engineer value. The Department will provide the comment of the comment.	existing anchors to a new location. This characteristics specifications.  Will measure acceptate pay for acceptable quantity	allow bridge constange order also bly completed wantities pending	ork by the lump sum (LS utility invoice as follows:	ookup fees for interstate  s), per invoice.  Item Total
U01 Pole Locate	the first of the contract of t	& 1	LS	\$7,597.32	\$7,597.32
	Line		Net Estin	nated Increase	\$7,597.32
Contract Time: T	here is no change in tot	al contract time.			Ψ1,001.0 <u>L</u>
We, the undersig accept payment a herein provided.	ned utility company, here at the prices shown for th	eby agree that if this ne respective items in	proposal is appi accordance wi	oved, we will perform the children the control of the original the control of the original the control of the c	e work detailed above and al agreement, except as
Utility Company Repr	esentative's Authorized Signat	ture	Title		Date
Local Jurisdiction Act	Social Maria				
Approved For (name	of city, county, or highway dist	rict)			
Authorized Represent	ative's Signature		Title		Date

 $\underline{\textbf{Note}}{:} \ \ \textbf{This Change Order is not effective until approved by the chief engineer or an authorized representative.}$ 

Title

Idaho Transportation Department Action

Chief Engineer or Authorized Representative's Signature

Date